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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 AKIVA GRUNEWALD,

16 Defendant.

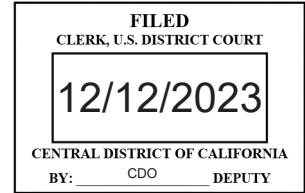
No. CR 2:23-cr-00618-SVW

PLEA AGREEMENT FOR DEFENDANT
AKIVA GRUNEWALD

17
18 1. This constitutes the plea agreement between AKIVA GRUNEWALD
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in the investigation of
21 defendant's conduct involving the Manzanita Tribal Police Department
22 and his acquisition and possession of firearms. This agreement is
23 limited to the USAO and cannot bind any other federal, state, local,
24 or foreign prosecuting, enforcement, administrative, or regulatory
25 authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
28



1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a single-count information the form
4 attached to this agreement as Exhibit A or a substantially similar
5 form, which charges defendant with Bribery Concerning Programs
6 Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(2).

7 b. Not contest the Factual Basis agreed to in this
8 agreement.

9 c. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 d. Appear for all court appearances, surrender as ordered
12 for service of sentence, obey all conditions of any bond, and obey
13 any other ongoing court order in this matter.

14 e. Not commit any crime; however, offenses that would be
15 excluded for sentencing purposes under United States Sentencing
16 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
17 within the scope of this agreement.

18 f. Be truthful at all times with the United States
19 Probation and Pretrial Services Office and the Court.

20 g. Pay the applicable special assessment at or before the
21 time of sentencing unless defendant has demonstrated a lack of
22 ability to pay such assessments.

23 h. Pay a fine of at least \$20,000.

24 i. Defendant agrees that any and all criminal debt
25 ordered by the Court will be due in full and immediately. The
26 government is not precluded from pursuing, in excess of any payment
27 schedule set by the Court, any and all available remedies by which to
28

1 satisfy defendant's payment of the full financial obligation,
2 including referral to the Treasury Offset Program.

3 j. Complete the Financial Disclosure Statement on a form
4 provided by the USAO and, within 30 days of defendant's entry of a
5 guilty plea, deliver the signed and dated statement, along with all
6 of the documents requested therein, to the USAO by either email at
7 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
8 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
9 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
10 criminal debt shall be assessed based on the completed Financial
11 Disclosure Statement and all required supporting documents, as well
12 as other relevant information relating to ability to pay.

13 k. Authorize the USAO to obtain a credit report upon
14 returning a signed copy of this plea agreement.

15 l. Consent to the USAO inspecting and copying all of
16 defendant's financial documents and financial information held by the
17 United States Probation and Pretrial Services Office.

18 3. Defendant further agrees:

19 a. To forfeit all right, title, and interest in and to
20 any and all monies, properties, and/or assets of any kind, derived
21 from or acquired as a result of, or used to facilitate the commission
22 of, or involved in the illegal activity to which defendant is
23 pleading guilty, specifically including, but not limited to, the
24 following:

25 i. A Sig Sauer, model P226 handgun bearing serial
26 number 47E015250;

27 ii. A Sig Sauer, model P365 handgun bearing serial
28 number 66A095526;

1 iii. A Smith & Wesson, model M&P 45 handgun bearing
2 serial HYP0052;
3 iv. A Smith & Wesson, model M&P 45 handgun bearing
4 serial HDM3047;
5 v. A Smith & Wesson, model M&P 45 handgun bearing
6 serial HZN8152;
7 vi. A Smith & Wesson, model M&P bodyguard 380 handgun
8 bearing serial KDK5595;
9 vii. A Sig Sauer, model P365 handgun bearing serial
10 66A095523;
11 viii. A FN, model Five-Seven handgun bearing
12 serial 386316935;
13 ix. A Radical Firearms, model RF-15 semi-automatic
14 rifle bearing serial RD04191;
15 x. A Daniel Defense, model M4 v7 semi-automatic
16 rifle bearing serial number DDM4214820;
17 xi. A Smith & Wesson, model Shield handgun bearing
18 serial number HYA2634;
19 xii. A Glock, model 27 handgun bearing serial number
20 BCTD984;
21 xiii. A Glock, model 30SF handgun bearing serial
22 number BFFY467;
23 (collectively, the "Forfeitable Assets").

24 b. To the Court's entry of an order of forfeiture at or
25 before sentencing with respect to the Forfeitable Assets and to the
26 forfeiture of the assets.

27 c. To take whatever steps are necessary to pass to the
28 United States clear title to the Forfeitable Assets, including,

1 without limitation, the execution of a consent decree of forfeiture
2 and the completing of any other legal documents required for the
3 transfer of title to the United States.

4 d. Not to contest any administrative forfeiture
5 proceedings or civil judicial proceedings commenced against the
6 Forfeitable Assets. If defendant submitted a claim and/or petition
7 for remission for all or part of the Forfeitable Assets on behalf of
8 himself or any other individual or entity, defendant shall and hereby
9 does withdraw any such claims or petitions, and further agrees to
10 waive any right he may have to seek remission or mitigation of the
11 forfeiture of the Forfeitable Assets. Defendant further waives any
12 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or
13 requirements of the Government to commence forfeiture actions
14 pursuant to 18 U.S.C. § 924(d)(1).

15 e. Not to assist any other individual in any effort
16 falsely to contest the forfeiture of the Forfeitable Assets.

17 f. Not to claim that reasonable cause to seize the
18 Forfeitable Assets was lacking.

19 g. To prevent the transfer, sale, destruction, or loss of
20 any and all assets described above to the extent defendant has the
21 ability to do so.

22 h. To fill out and deliver to the USAO a completed
23 financial statement listing defendant's assets on a form provided by
24 the USAO.

25 i. That forfeiture of Forfeitable Assets shall not be
26 counted toward satisfaction of any special assessment, fine,
27 restitution, costs, or other penalty the Court may impose.

THE USAO'S OBLIGATIONS

4. The USAO agrees to:

a. Not contest the Factual Basis agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

d. Recommend a sentence of probation.

e. Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not further criminally prosecute defendant for violations of 18 U.S.C. §§ 922(a)(6) (false statements in acquiring a firearm or ammunition) and 922(g)(5) (prohibited person in possession of a firearm or ammunition) arising out of defendant's conduct described in the agreed-to Factual Basis set forth in paragraph 10 below. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct or any unlawful conduct that occurs after the date of this agreement. Defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

NATURE OF THE OFFENSE

5. Defendant understands that for defendant to be guilty of the crime charged in the single-count information, that is, that is, Bribery Concerning Programs Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(2), the following must be true: (1) Chief A was an agent of an Indian tribal government, or any agency of that government; (2) the Indian tribal government received, in any one-year period, benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance; (3) defendant gave, offered, or agreed to give anything of value to Chief A; and (4) defendant acted corruptly, that is, with the intent to influence or reward Chief A in connection with any business, transaction, or series of transactions of the Indian tribal government involving anything of value of \$5,000 or more.

PENALTIES

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 666(a)(2), is: 10 years of imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the

1 offense that resulted in the term of supervised release, which could
2 result in defendant serving a total term of imprisonment greater than
3 the statutory maximum stated above.

4 8. Defendant understands that, by pleading guilty, defendant
5 may be giving up valuable government benefits and valuable civic
6 rights, such as the right to vote, the right to possess a firearm,
7 the right to hold office, and the right to serve on a jury.

8 Defendant understands that he is pleading guilty to a felony and that
9 it is a federal crime for a convicted felon to possess a firearm or
10 ammunition. Defendant understands that the conviction in this case
11 may also subject defendant to various other collateral consequences,
12 including but not limited to revocation of probation, parole, or
13 supervised release in another case and suspension or revocation of a
14 professional license. Defendant understands that unanticipated
15 collateral consequences will not serve as grounds to withdraw
16 defendant's guilty plea.

17 9. Defendant and his counsel have discussed the fact that, and
18 defendant understands that, if defendant is not a United States
19 citizen, the conviction in this case makes it practically inevitable
20 and a virtual certainty that defendant will be removed or deported
21 from the United States. Defendant may also be denied United States
22 citizenship and admission to the United States in the future.

23 Defendant understands that while there may be arguments that
24 defendant can raise in immigration proceedings to avoid or delay
25 removal, removal is presumptively mandatory and a virtual certainty
26 in this case. Defendant further understands that removal and
27 immigration consequences are the subject of a separate proceeding and
28 that no one, including his attorney or the Court, can predict to an

1 absolute certainty the effect of his conviction on his immigration
2 status. Defendant nevertheless affirms that he wants to plead guilty
3 regardless of any immigration consequences that his plea may entail,
4 even if the consequence is automatic removal from the United States.

5 FACTUAL BASIS

6 10. Defendant admits that defendant is, in fact, guilty of the
7 offense to which defendant is agreeing to plead guilty. Defendant
8 and the USAO agree to the statement of facts provided below and agree
9 that this statement of facts is sufficient to support a plea of
10 guilty to the charge described in this agreement and to establish the
11 Sentencing Guidelines factors set forth in paragraph 11 below but is
12 not meant to be a complete recitation of all facts relevant to the
13 underlying criminal conduct or all facts known to either party that
14 relate to that conduct.

15 The allegations of the attached Information are incorporated
16 herein by reference and admitted as true.

17 On or about July 31, 2018, in Los Angeles County, within the
18 Central District of California, defendant corruptly gave \$20,000 to
19 Chief A, the Chief of Police for the Manzanita Tribal Police
20 Department ("Manzanita PD"), intending to influence Chief A in
21 connection with business, transactions, and a series of transactions
22 of the Manzanita Band of Kumeyaay Nation having a value of \$5,000 or
23 more, namely, the issuance of a badge and credentials reflecting
24 membership in the Manzanita PD. At the time of the payment, Chief A
25 was an agent of the Manzanita Band of Kumeyaay Nation, which received
26 benefits in excess of \$10,000 under a Federal program involving a
27 grant, contract, or other form of Federal assistance during the one-
28 year period from January 2018 to January 2019.

1 Specifically, earlier in 2018, defendant, then a resident of Los
2 Angeles County, learned of an opportunity to obtain law enforcement
3 credentials with a tribal police department located approximately 177
4 miles away in San Diego County. At the time, defendant had never
5 served as a law enforcement officer and had never undergone any
6 training to become a law enforcement officer. Defendant also had no
7 prior military experience or experience as a private security
8 officer. Defendant was interested in obtaining law enforcement
9 credentials because of his belief that it would allow him to conceal-
10 carry firearms in California, which otherwise required the issuance
11 of a special permit that defendant believed was difficult to obtain.

12 On July 31, 2018, defendant arrived at the designated meeting
13 location, a car and limousine service company in El Segundo,
14 California, to meet with Chief A, who at the time was Chief of the
15 Manzanita PD. Using a check from a business with which defendant was
16 affiliated, defendant provided Chief A with a check for \$20,000
17 written directly to Chief A. Defendant then received a badge and
18 credentials that indicated he was a police officer for the Manzanita
19 PD, without having gone through any law enforcement training to
20 qualify him to be a police officer. At the time he provided the
21 check to Chief A in exchange for the law enforcement credentials,
22 defendant understood that he would not receive the law enforcement
23 credentials unless he made the payment to Chief A. Defendant made
24 the \$20,000 payment intending to influence Chief A in connection with
25 Chief A using his official position to issue defendant a Manzanita PD
26 tribal law enforcement badge and credentials. After receiving his
27 Manzanita PD law enforcement badge and credentials, defendant used
28 such credentials to conceal carry firearms, to acquire and possess

1 firearms while in Los Angeles County and elsewhere, and to apply for
2 and receive confidential driver's license status with the California
3 Department of Motor Vehicles.

4 On or about August 31, 2018, in Los Angeles County, defendant,
5 who was then an unlawful user of and addicted to a controlled
6 substance as defined in 21 U.S.C. § 802, namely, oxycodone and other
7 narcotics, knowingly possessed firearms and ammunition, in and
8 affecting interstate and foreign commerce. Specifically, on August
9 31, 2018, the Culver City Police Department ("Culver PD") stopped
10 defendant after he ran across a busy street and entered a black Range
11 Rover that was missing the front license plate and had tinted
12 windows. The rear license plate read, "EMBLEM," which Culver PD
13 dispatch indicated belonged to a 2017 Infiniti Sedan. During the
14 resulting traffic stop, defendant displayed his Manzanita PD badge
15 out of his window and identified himself as a police officer to the
16 responding officer. Defendant was shaking visibly, sweating, and
17 appeared extremely nervous.

18 Defendant told the responding officer that he was carrying a
19 firearm on his right hip, and he was asked to exit the vehicle.
20 Culver PD then recovered from defendant's person a Sig Sauer P365
21 with 12 rounds loaded in its magazine. From defendant's coin pocket,
22 officers recovered 43 ½ loose pills in a small wrapper, which later
23 tested positive for oxycodone. Defendant also possessed in his car a
24 Sig Sauer P226 loaded with 15 rounds in the magazine, a police gun
25 belt with handcuffs, a collapsible baton, pepper spray, two
26 additional 15-round magazines loaded with 15 rounds of ammunition
27 each, and a tactical vest adorned with Manzanita PD soft badges.

1 Both the Sig Sauer P365 and the Sig Sauer P226 had been acquired in
2 Florida before they were found in California.

3 In addition to defendant's Manzanita PD credentials, defendant
4 possessed numerous other badges and credentials associated with other
5 law enforcement agencies, including a "National Law Enforcement
6 Officers" badge #552, a "City of Peekskill Police Clergy" badge, a
7 "National Police Federation" badge #157, a "City of Peekskill Police
8 Chaplain" badge #522, numerous blank metal "Fraternal Order of
9 Police" identification badges, a "Federal Law Enforcement
10 Association" identification card #174528, and a "Westchester County
11 Police" identification card, among others. In his home, as
12 discovered by law enforcement later that day, defendant possessed
13 three additional firearms and multiple additional rounds of
14 ammunition.

15 After defendant's arrest by Culver City PD in August 2018, which
16 resulted in the seizure of his Manzanita PD badges and credentials,
17 defendant asked for and received from Chief A a new set of Manzanita
18 PD badges and credentials. Defendant then used these new credentials
19 to purchase three firearms from a Burbank-based business (hereinafter
20 "Business 1") and a fourth firearm from a Culver City-based business
21 (hereinafter "Business 2").

22 Specifically, on or about November 23, 2018, defendant purchased
23 a Glock 27 handgun from Business 1. In connection with the purchase
24 of the Glock 27, defendant falsely represented on ATF Form 4473 that
25 he was not an unlawful user of, or addicted to, marijuana or any
26 depressant, stimulant, narcotic drug, or any other controlled
27 substance, when in truth and in fact, as defendant then knew, he was
28 an unlawful user of and addicted to oxycodone. Defendant also

1 falsely claimed to Business 1 that he was exempted from the Firearm
2 Safety Certificate requirement due to his purported employment as an
3 active peace officer in California and provided Business 1 a copy of
4 his Manzanita PD identification card in connection with his
5 application to purchase the firearm.

6 On or about January 2, 2019, defendant purchased a Glock 30SF 45
7 caliber semi-automatic pistol from Business 2. In connection with
8 the purchase of the Glock 30SF, defendant falsely represented on ATF
9 Form 4473 that he was not an unlawful user of, or addicted to,
10 marijuana or any depressant, stimulant, narcotic drug, or any other
11 controlled substance, when in truth and in fact, as defendant then
12 knew, he was an unlawful user of and addicted to oxycodone.

13 On or about April 7, 2019, defendant purchased a Smith & Wesson
14 Shield handgun and a Daniel Defense M4 semi-automatic rifle from
15 Business 1. In connection with the purchase of these firearms,
16 defendant again falsely represented on ATF Form 4473 that he was not
17 an unlawful user of, or addicted to, marijuana or any depressant,
18 stimulant, narcotic drug, or any other controlled substance, when in
19 truth and in fact he was. Defendant again falsely claimed to
20 Business 1 that he was exempted from the Firearm Safety Certificate
21 requirement due to his purported employment as an active peace
22 officer in California. The Smith & Wesson handgun defendant acquired
23 using his Manzanita PD credential was an off-roster firearm, which
24 meant that it was available for purchase in California only by
25 certain law enforcement officers. Defendant again provided Business
26 1 with a copy of his Manzanita PD identification card in connection
27 with his application to purchase this firearm.

1 On or about May 9, 2019, in Los Angeles County, defendant again
2 knowingly possessed firearms and ammunition, in and affecting
3 interstate and foreign commerce, while then being an unlawful user of
4 and addicted to a controlled substance as defined in Title 21, United
5 States Code, Section 802, namely, oxycodone and other narcotics.
6 Specifically, defendant was arrested by the Los Angeles Police
7 Department ("LAPD") following multiple 911 calls reporting indecent
8 exposure at a gas station. One of the callers reported an
9 intoxicated individual, later identified as defendant, in a black
10 Range Rover with no plates, who had removed all of his clothing and
11 was hitting himself. When the officers arrived, defendant was seated
12 outside a gas station by the gas pumps with no shirt on and with his
13 pants and underwear down to his ankles. An employee of the gas
14 station advised that he called the police because he felt unsafe
15 after seeing defendant sitting outside by the gas pump with his pants
16 down and no shirt while smacking himself and yelling.

17 When the officers took defendant into custody, he was sweating
18 profusely and told the officers he had taken Percocet and Ambien.
19 Defendant again identified himself as a police officer, and during a
20 search of defendant's person, the officers found two Manzanita
21 "Police Officer" badges with different numbers, two Manzanita PD
22 identification cards, and other identification cards affiliated with
23 law enforcement organizations or organizations supportive of law
24 enforcement. At the time, defendant possessed in the trunk of his
25 car the four firearms he had acquired from Business 1 and Business 2,
26 including the Daniel Defense M4 semi-automatic rifle, along with
27 several magazines and over 200 rounds of ammunition.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	12	U.S.S.G. § 2C1.1(a) (2)
Value More than \$15,000	+4	U.S.S.G. §§ 2C1.1(b) (2), 2B1.1(b)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1), (a) (2), (a) (3), (a) (6), and (a) (7).

WAIVER OF CONSTITUTIONAL RIGHTS AND STATUTE OF LIMITATIONS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

i. Having been fully advised by defendant's attorney regarding application of the statute of limitations to the offense to which defendant is pleading guilty, defendant hereby knowingly, voluntarily, and intelligently waives, relinquishes, and gives up:

1 (a) any right that defendant might have not to be prosecuted for the
2 offense to which defendant is pleading guilty because of the
3 expiration of the statute of limitations for that offense prior to
4 the filing of the information alleging that offense; and (b) any
5 defense, claim, or argument defendant could raise or assert that
6 prosecution of the offense to which defendant is pleading guilty is
7 barred by the expiration of the applicable statute of limitations,
8 pre-indictment delay, or any speedy trial violation.

9 WAIVER OF APPEAL OF CONVICTION

10 16. Defendant understands that, with the exception of an appeal
11 based on a claim that defendant's guilty plea was involuntary, by
12 pleading guilty defendant is waiving and giving up any right to
13 appeal defendant's conviction on the offense to which defendant is
14 pleading guilty. Defendant understands that this waiver includes,
15 but is not limited to, arguments that the statute to which defendant
16 is pleading guilty is unconstitutional, and any and all claims that
17 the statement of facts provided herein is insufficient to support
18 defendant's plea of guilty.

19 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

20 17. Defendant agrees that, provided the Court imposes a total
21 term of imprisonment within or below the range corresponding to an
22 offense level of 13 and the criminal history category calculated by
23 the Court, defendant gives up the right to appeal all of the
24 following: (a) the procedures and calculations used to determine and
25 impose any portion of the sentence; (b) the term of imprisonment
26 imposed by the Court; (c) the fine imposed by the Court, provided it
27 is within the statutory maximum; (d) to the extent permitted by law,
28 the constitutionality or legality of defendant's sentence, provided

1 it is within the statutory maximum; (e) the amount and terms of any
2 fine payment, provided it requires payment of no more than \$20,000;
3 (f) the amount and terms of any restitution order; (g) the term of
4 probation or supervised release imposed by the Court, provided it is
5 within the statutory maximum; and (h) any of the following conditions
6 of probation or supervised release imposed by the Court: the
7 conditions set forth in Second Amended General Order 20-04 of this
8 Court; the drug testing conditions mandated by 18 U.S.C.
9 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
10 authorized by 18 U.S.C. § 3563(b)(7).

11 18. The USAO agrees that, provided (a) all portions of the
12 sentence are below the statutory maximum specified above and (b) the
13 Court imposes a term of imprisonment within or above the range
14 corresponding to an offense level of 13 and the criminal history
15 category calculated by the Court, the USAO gives up its right to
16 appeal any portion of the sentence, with the exception that the USAO
17 reserves the right to appeal the amount of the fine ordered if that
18 amount is less than \$20,000.

19 RESULT OF WITHDRAWAL OF GUILTY PLEA

20 19. Defendant agrees that if, after entering a guilty plea
21 pursuant to this agreement, defendant seeks to withdraw and succeeds
22 in withdrawing defendant's guilty plea on any basis other than a
23 claim and finding that entry into this plea agreement was
24 involuntary, then (a) the USAO will be relieved of all of its
25 obligations under this agreement; and (b) should the USAO choose to
26 pursue any charge that was either dismissed or not filed as a result
27 of this agreement, then (i) any applicable statute of limitations
28 will be tolled between the date of defendant's signing of this

1 agreement and the filing commencing any such action; and
2 (ii) defendant waives and gives up all defenses based on the statute
3 of limitations, any claim of pre-indictment delay, or any speedy
4 trial claim with respect to any such action, except to the extent
5 that such defenses existed as of the date of defendant's signing this
6 agreement.

7 RESULT OF VACATUR

8 20. Defendant agrees that if the count of conviction is
9 vacated, reversed, or set aside, both the USAO and defendant will be
10 released from all their obligations under this agreement.

11 EFFECTIVE DATE OF AGREEMENT

12 21. This agreement is effective upon signature and execution of
13 all required certifications by defendant, defendant's counsel, and an
14 Assistant United States Attorney.

15 BREACH OF AGREEMENT

16 22. Defendant agrees that if defendant, at any time after the
17 signature of this agreement and execution of all required
18 certifications by defendant, defendant's counsel, and an Assistant
19 United States Attorney, knowingly violates or fails to perform any of
20 defendant's obligations under this agreement ("a breach"), the USAO
21 may declare this agreement breached. All of defendant's obligations
22 are material, a single breach of this agreement is sufficient for the
23 USAO to declare a breach, and defendant shall not be deemed to have
24 cured a breach without the express agreement of the USAO in writing.
25 If the USAO declares this agreement breached, and the Court finds
26 such a breach to have occurred, then: (a) if defendant has previously
27 entered a guilty plea pursuant to this agreement, defendant will not
28

1 be able to withdraw the guilty plea, and (b) the USAO will be
2 relieved of all its obligations under this agreement.

3 23. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was either dismissed or not filed as a result of this agreement,
6 then:

7 a. Defendant agrees that any applicable statute of
8 limitations is tolled between the date of defendant's signing of this
9 agreement and the filing commencing any such action.

10 b. Defendant waives and gives up all defenses based on
11 the statute of limitations, any claim of pre-indictment delay, or any
12 speedy trial claim with respect to any such action, except to the
13 extent that such defenses existed as of the date of defendant's
14 signing this agreement.

15 c. Defendant agrees that: (i) any statements made by
16 defendant, under oath, at the guilty plea hearing (if such a hearing
17 occurred prior to the breach); (ii) the agreed to factual basis
18 statement in this agreement; and (iii) any evidence derived from such
19 statements, shall be admissible against defendant in any such action
20 against defendant, and defendant waives and gives up any claim under
21 the United States Constitution, any statute, Rule 410 of the Federal
22 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
23 Procedure, or any other federal rule, that the statements or any
24 evidence derived from the statements should be suppressed or are
25 inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICESOFFICE NOT PARTIES

24. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

25. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 12 are consistent with the facts of this case. This paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the Factual Basis or Sentencing Factors agreed to in this agreement.

26. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant

1 understands that no one -- not the prosecutor, defendant's attorney,
 2 or the Court -- can make a binding prediction or promise regarding
 3 the sentence defendant will receive, except that it will be within
 4 the statutory maximum.

5 NO ADDITIONAL AGREEMENTS

6 27. Defendant understands that, except as set forth herein,
 7 there are no promises, understandings, or agreements between the USAO
 8 and defendant or defendant's attorney, and that no additional
 9 promise, understanding, or agreement may be entered into unless in a
 10 writing signed by all parties or on the record in court.

11 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

12 28. The parties agree that this agreement will be considered
 13 part of the record of defendant's guilty plea hearing as if the
 14 entire agreement had been read into the record of the proceeding.

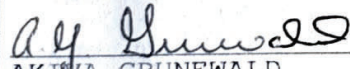
15 AGREED AND ACCEPTED

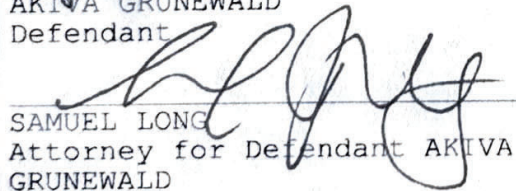
16 UNITED STATES ATTORNEY'S OFFICE
 17 FOR THE CENTRAL DISTRICT OF
 CALIFORNIA

18 E. MARTIN ESTRADA
 19 United States Attorney

20 

21 FRANCES S. LEWIS
 22 Assistant United States Attorney

23 
 24 AKIVA GRUNEWALD
 25 Defendant

26 
 27 SAMUEL LONG
 28 Attorney for Defendant AKIVA
 GRUNEWALD

12/8/2023

Date

12/08/2023

Date

12/08/2023

Date

CERTIFICATION OF DEFENDANT

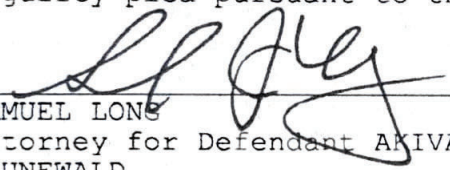
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

A.G. Grunewald
AKIVA GRUNEWALD
Defendant

12/02/2023
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am AKIVA GRUNEWALD's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the Factual Basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



SAMUEL LONG
Attorney for Defendant AKIVA
GRUNEWALD

12/08/2023
Date

Exhibit A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AKIVA GRUNEWALD,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 666(a)(2): Bribery
Concerning Programs Receiving
Federal Funds]

The United States Attorney charges:

[18 U.S.C. § 666(a)(2)]

At times relevant to this Information:

A. THE MANZANITA BAND OF THE KUMEYAAY NATION

1. The Manzanita Band of the Kumeyaay Nation was a federally recognized tribe ("Manzanita Tribe").

2. The reservation for the Manzanita Tribe ("Manzanita Reservation") was located in southeastern San Diego County, California.

3. The Manzanita Tribe received federal assistance in excess of \$10,000 for each of the calendar years 2017, 2018, and 2019 in the form of federal grants from the U.S. Department of Interior, Bureau of Indian Affairs, Office of Self Governance.

1 4. In 2012, Chief A, who was not a member of the Manzanita
2 Tribe, founded the Manzanita Tribal Police Department ("Manzanita
3 PD"), and thereafter served as its Chief of Police until 2018, when
4 he stepped down in title only.

5 5. In February 2020, the Manzanita Tribe terminated the
6 Manzanita PD and its relationship with Chief A.

7 B. THE BADGES-FOR-MONEY SCHEME

8 6. Beginning in or around 2016, Chief A and other members of
9 the Manzanita PD ("recruiters") began to solicit wealthy individuals
10 in the Los Angeles area to become members of the Manzanita PD,
11 including defendant AKIVA GRUNEWALD. Defendant GRUNEWALD had no law
12 enforcement experience before joining the Manzanita PD. Chief A and
13 other recruiters would refer to these wealthy individuals as the "VIP
14 Group," the "ghostriders," or the "Admin Bureau." Typically, these
15 individuals were asked to make a large payment, ranging from \$5,000
16 to \$100,000, and sometimes styled as a "donation," in exchange for
17 membership in the Manzanita PD. The individuals who made the
18 payments, including defendant GRUNEWALD, believed that a Manzanita PD
19 badge could grant the holder privileges in connection with the
20 purchase and carrying of firearms, including the ability to carry
21 concealed firearms in California and elsewhere.

22 7. Members of the VIP Group were not expected to perform any
23 law enforcement services for the Manzanita PD and many never visited
24 the Manzanita Reservation at all. To further conceal the scheme,
25 Chief A and other recruiters sometimes would ask the VIP Group to
26 enroll in California POST programs.

27 8. Chief A set up an office space for the Manzanita PD in an
28 office building in El Segundo, California, in Los Angeles County,

1 within the Central District of California, which was approximately
2 177 miles and a several hour drive to the Manzanita Reservation in
3 San Diego County. The office space was located inside the space used
4 by a limousine and car service company. Neither the office space nor
5 the limousine and car service company had any affiliation with or
6 relationship to the Manzanita Tribe.

7 9. At no time was any member of the Manzanita PD also a member
8 of the Manzanita Tribe. At no time was the Manzanita PD recognized
9 by the Bureau of Indian Affairs ("BIA") or the State of California as
10 a cross-deputized police department with federal or state law
11 enforcement authority. At no time did members of the Manzanita PD
12 have the authority to identify themselves either as federal law
13 enforcement officers, state law enforcement officers, or peace
14 officers, and at no time did the Manzanita PD have the authority to
15 engage in any law enforcement activities off the Manzanita
16 Reservation.

17 10. Chief A and others issued badges and credentials reflecting
18 membership to the Manzanita PD, including defendant GRUNEWALD. Most
19 members of the Manzanita PD, including defendant GRUNEWALD, lived in
20 the Los Angeles area, hours away from the Manzanita Reservation.
21 While off the Manzanita Reservation, many persons who purchased
22 Manzanita PD memberships, including defendant GRUNEWALD, sought to
23 avail themselves of privileges available to federal and state law
24 enforcement officers, including using Manzanita PD credentials to
25 acquire firearms and carry concealed firearms.

26 //

27 //

1 C. DEFENDANT'S PAYMENT FOR A BADGE

2 11. On or about July 31, 2018, in Los Angeles County, within
3 the Central District of California, defendant AKIVA GRUNEWALD
4 ("GRUNEWALD") corruptly gave, offered, and agreed to give something
5 of value to Chief A, the Chief of Police for the Manzanita Tribal
6 Police Department and an agent of the Manzanita Band of Kumeyaay
7 Nation, which received benefits in excess of \$10,000 under a Federal
8 program involving a grant, contract, subsidy, loan, guarantee,
9 insurance, and other form of Federal assistance during the one-year
10 period from January 2018 to January 2019, intending to influence and
11 reward Chief A in connection with a business, transaction, and series
12 of transactions of the Manzanita Band of Kumeyaay Nation having a
13 value of \$5,000 or more. Specifically, defendant GRUNEWALD corruptly
14 gave, offered, and agreed to give to Chief A \$20,000 via a personal
15 check written to Chief A, intending to influence and reward Chief A

16 //

17 //

1 in connection with Chief A using his official position to issue a
2 tribal law enforcement badge and credentials to defendant GRUNEWALD.

3
4 E. MARTIN ESTRADA
5 United States Attorney
6

7 MACK E. JENKINS
8 Assistant United States Attorney
9 Chief, Criminal Division

10 LINDSEY GREER DOTSON
11 Assistant United States Attorney
12 Chief, Public Corruption and
13 Civil Rights Section

14 CASSIE D. PALMER
15 Assistant United States Attorney
16 Deputy Chief, Public Corruption
17 and Civil Rights Section

18 FRANCES S. LEWIS
19 Assistant United States Attorney
20 Public Corruption and Civil
21 Rights Section
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